

RECEIVED **Mellon National Leasing Company**

MAY 3 11 42 AM '79

I. C. C.  
FEE OPERATION BR.

Suite 3629  
Mellon Bank Building  
Pittsburgh, Pennsylvania 15219  
412/232-5061

April 26, 1979

RECORDATION NO. 10106-C  
Filed 1425

MAY 3 1979 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

No. 3-10106-C

Date MAY 3 1979

Fee \$ 30.00

Secretary of the Interstate Commerce  
Commission

12th and Constitution Avenue, N.W.  
Washington, D.C. 20423

RECORDATION NO. 10106-F  
Filed 1425

MAY 3 1979 - 11 05 AM

ICC Washington, D. C.

Dear Sir:

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 10106-D  
Filed 1425

MAY 3 1979 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

Please find enclosed three multiple originals of each of the following:

1. First Amendment to Agreement and Lease, dated as of April 1, 1979, between Mellon National Leasing Company, a Pennsylvania corporation ("Mellon"), as lessor, and Early & Daniel Industries, Inc., an Indiana corporation ("EDI"), as lessee. The Amendment amends the Agreement and Lease recorded on February 12, 1979 at 4:55 p.m. at No. 10106 by adding to the property leased thereunder 25 new covered hopper railroad cars bearing identification numbers TWGX 2100 to 2124 inclusive and the name of Mellon (the "Equipment").

2. Amendment and Restatement of Agreement and Sublease, dated as of April 1, 1979, between EDI, as sublessor, and Tidewater Grain Company ("Tidewater"), a Pennsylvania corporation, as sublessee. The Amendment and Restatement amends and restates the Agreement and Sublease recorded on February 12, 1979 at 4:55 p.m. at No. 10106-B by adding to the property subleased thereunder the Equipment.

3. First Supplemental Assignment dated as of April 1, 1979 among EDI, as debtor, Mellon, as secured party, and Tidewater covering all of EDI's right, title and interest in and to the Amendment and Restatement of Agreement and Sublease. The First Supplemental Assignment supplements the Assignment and Security Agreement recorded on February 12, 1979 at 4:55 p.m., at No. 10106-A.

Also enclosed is a check in the amount of \$30 for recording said documents. Please record the documents in the following order: First Amendment to Agreement and Lease, First Supplemental Assignment, Amendment and Restatement of Agreement and Sublease.

Countersigned *William M. Husbins*

**Mellon National Leasing Company**

Secretary of the Interstate  
Commerce Commission

-2-

April 26, 1979

The addresses of the parties to the documents are  
as follows:

Mellon National Leasing Company  
3629 Mellon Bank Building  
Pittsburgh, Pennsylvania 15219

Early & Daniel Industries, Inc.  
902 Washington Avenue  
Indianapolis, Indiana 46204

Tidewater Grain Company  
346 Public Ledger Building  
Philadelphia, Pennsylvania 19106

Please return one copy of each document and official  
recording receipt to the undersigned at Mellon's address.  
Thank you.

Very truly yours,

By

  
\_\_\_\_\_  
Arthur A. Folsom, Jr.  
Vice President

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/3/79

**OFFICE OF THE SECRETARY**

Arthur A. Folson  
Vice President  
Mellon Natl. Leasing Co.  
Mellon Bnk Bld. Suite 3629  
Pittsburgh Pa. 15219

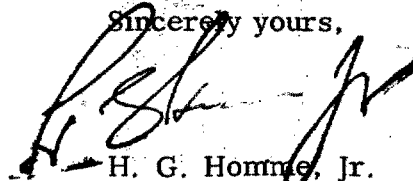
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on 5/3/79 at 11:55am, and assigned recordation number(s).

10106-C, 10106-D & 10106-E

Sincerely yours,

  
H. G. Homme, Jr.  
Secretary

Enclosure(s)

SE-30  
(3/79)

AMENDMENT AND RESTATEMENT OF  
AGREEMENT AND SUBLEASE

RECORDATION NO. 10106-2 Filed 1425

MAY 3 1979 - 11 35 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT AND RESTATEMENT OF AGREEMENT AND SUBLEASE, dated as of April 1, 1979, by and between EARLY & DANIEL INDUSTRIES, INC., an Indiana corporation ("EDI"), and TIDEWATER GRAIN COMPANY, a Pennsylvania corporation ("Tidewater"):

WITNESSETH:

A. As of February 1, 1979, EDI, as lessee, made and entered into an Agreement and Lease with Mellon National Leasing Company ("Mellon"), as lessor, for one hundred (100) railroad hopper cars (the "Original Units") as and when delivered and accepted under such Agreement and Lease (the "Lease"). A copy of the Lease is attached hereto as Exhibit A and made a part hereof. Concurrently therewith, Tidewater subleased the Original Units from EDI under a certain Agreement and Sublease, made and entered into as of February 1, 1979, between EDI, as sublessor, and Tidewater, as sublessee (the "Original Sublease").

B. Concurrently with the execution of this Amendment and Restatement of Agreement and Sublease, EDI, as lessee, has made and entered into a First Amendment to the Lease with Mellon, as lessor, for the lease of an additional twenty-five (25) railroad hopper cars (the "Additional Units") as and when delivered and accepted under such Amendment (the "First Amendment"). A copy of the First Amendment to the Lease is attached hereto as Exhibit B and made a part hereof.

C. Tidewater and EDI desire to amend the Original Sublease in order to provide for EDI to sublease the Additional Units to Tidewater, and, for convenience, to restate herein without change the relevant provisions of the Original Sublease as they relate to the sublease from EDI to Tidewater of the Original Units, all upon the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. EDI hereby lets the Original Units and the Additional Units to Tidewater, and Tidewater leases the Original Units from EDI as of February 15, 1979, the date accepted under the Lease and Original Sublease, and leases the Additional Units from EDI as and when EDI shall lease the same from Mellon pursuant to the First Amendment. The Original Units and the Additional Units are sometimes referred to hereinafter collectively as the "Units", or, individually, as a "Unit".

2. Tidewater is designated an authorized representative of EDI to inspect, to determine whether to accept and to accept delivery of each Additional Unit from the vendor thereof, and to execute and deliver to Mellon on behalf of EDI a Certificate of Acceptance, in the form prescribed by the Lease, with respect to each Additional Unit determined to be acceptable.

3. The term of this Sublease shall be, as to the Original Units coextensive with the term of the Lease from Mellon to EDI, and, as to the Additional Units, coextensive with the term therefor as defined in the First Amendment.

4. Tidewater shall pay to EDI, at EDI's principal office in Indianapolis, Indiana, or at such other place as EDI may designate, rent for the Original Units in an amount equal to the Rent which shall be payable by EDI to Mellon as provided in the Lease attached as Exhibit A, and rent for the Additional Units in an amount equal to the Rent which shall be payable by EDI to Mellon as provided in the First Amendment attached as Exhibit B, at such times as shall permit EDI to make payment of the Rents payable to Mellon under the Lease and under the First Amendment.

5. EDI authorizes Tidewater to assert all rights of Mellon under any manufacturer's, vendor's or dealer's warranty or patent indemnity with respect to the Units to the same extent as the same can be asserted by EDI. Tidewater shall apply any amounts received as payment under any such warranty as provided in EDI's lease with Mellon.

6. Tidewater shall furnish such information to EDI as will permit EDI to comply with the provisions of Sections 7.2, 7.3, 7.4, 7.5, 11.1, 12.1 and Article XVII of the Lease, both as to the Original Units and as made applicable to the Additional Units by Section 4 of the First Amendment.

7. Tidewater shall take (or refrain from taking) such actions with respect to the Units as EDI is required to take (or refrain from taking) under Articles VIII, IX, X, Section 11.1, Article XII, Article XIII and Article XVI of the Lease, both as to the Original Units and as made applicable to the Additional Units by Section 4 of the First Amendment.

8. Without limiting the generality of the preceding Section 7, Tidewater agrees that it will not assign this Sublease or sublet any Unit or permit any Unit to be operated except as permitted under Section 8.6 of the Lease.

9. The terms and conditions of the following provisions of the Lease from Mellon to EDI, and the First Amendment, shall be applicable between EDI and Tidewater as if the references therein to "lessor" were to "EDI" and to "lessee" were to "Tidewater": Articles I, X, XIV, XVII and

XVIII and Sections 4.5, 5.1 and 11.1 of the Lease; and Sections 1, 2, 4, 5 and 8 of the First Amendment.

10. This Sublease is made subject, and Tidewater's rights hereunder are subordinate in all respects, to the Lease from Mellon to EDI, and to the First Amendment, and to the rights and remedies of Mellon contained therein.

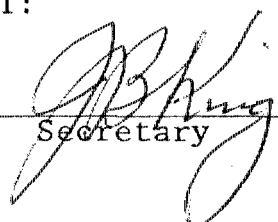
IN WITNESS WHEREOF, the parties have caused this Amended Agreement and Sublease to be executed by their respective duly authorized officers this 26<sup>th</sup> day of Aug, 1979, as of the date first above set forth.

EARLY & DANIEL INDUSTRIES, INC.

By

  
Chairman of the Board and  
Chief Executive Officer

ATTEST:

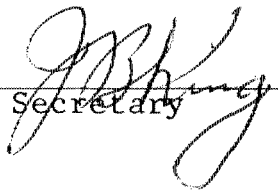
  
Secretary

TIDEWATER GRAIN COMPANY

By

  
Chairman of the Board and  
Chief Executive Officer

ATTEST:

  
Secretary

} SS:

DISTRICT OF COLUMBIA )

On this, the 26<sup>th</sup> day of Aug, 1979, before me, a Notary Public for the District of Columbia, personally appeared Samuel M. Harrell who, being first duly sworn, stated that he is the Chairman of the Board and Chief Executive Officer of Early & Daniel Industries, Inc., an Indiana corporation, and acknowledged that, as such officer, being authorized to do so, he executed the foregoing Amendment and Restatement of Agreement and Sublease for the purpose therein stated by and on behalf of said Corporation.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

  
Notary Public

Printed Beth Elaine Brooks

My Commission Expires:

My Commission Expires July 14, 1982

STATE OF INDIANA        )  
                              ) SS:  
COUNTY OF MARION        )

On this, the 25th day of April, 1979, before me, a Notary Public, personally appeared J. B. King, who, being first duly sworn, stated that he is the Secretary of Early & Daniel Industries, Inc., an Indiana corporation, and acknowledged that, as such officer, being authorized to do so, he executed the foregoing Amendment and Restatement of Agreement and Sublease for the purpose therein stated by and on behalf of said Corporation.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Margerie E. Stroup  
Notary Public  
Printed MARGERIE E. STROUP

My county of residence  
is Hendricks.

My Commission Expires:  
Jan. 12, 1982

                              )  
                              ) SS:  
DISTRICT OF COLUMBIA )

On this, the 26th day of April, 1979, before me, a Notary Public for the District of Columbia, personally appeared Samuel M. Harrell who, being first duly sworn, stated that he is the Chairman of the Board and Chief Executive Officer of Tidewater Grain Company, a Pennsylvania corporation, and acknowledged that, as such officer, being authorized to do so, he executed the foregoing Amendment and Restatement of Agreement and Sublease for the purpose therein stated by and on behalf of said Corporation.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Beth Elaine Brooks  
Notary Public  
Printed Beth Elaine Brooks

My Commission expires:

My Commission Expires July 14, 1982

STATE OF INDIANA       )  
                              ) SS:  
COUNTY OF MARION     )

On this, the 25<sup>th</sup> day of April, 1979, before me, a Notary Public, personally appeared J. B. King, who, being first duly sworn, stated that he is the Secretary of Tidewater Grain Company, a Pennsylvania corporation, and acknowledged that, as such officer, being authorized to do so, he executed the foregoing Amendment and Restatement of Agreement and Sublease for the purpose therein stated by and on behalf of said Corporation.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

Marjorie E. Stroup  
Notary Public  
Printed MARJORIE E. STROUP

My county of residence  
is Hendricks.

My Commission Expires:  
Jan. 12, 1982